

Preamble

This Supplemental Agreement is made and entered into between the United States Penitentiary and Federal Prison Industries, Inc., Marion, Illinois, hereafter referred to as the “Employer” and the American Federation of Government Employees, Council of Prison Locals, Local 2343, hereafter referred to as the “Union”. It shall be recognized as a supplemental part of the Master Agreement. The instrument, together with any future negotiated additions, deletions, or changes, will constitute an agreement between the Employer and the Union and is made under the authorization of said Master Agreement.

Article 1

Section a. The Employer acknowledges that the constitutionally elected officers and duly designated representatives of Local 2343 are the “voice” of the Union. As such, they shall represent Local 2343 and the employees of this institution, with all appropriate officials of the Employer.

Article 2

Section a. Labor Management meetings will be held on the third Thursday of each month at 1:00 p.m. The Union and Management will exchange their specific agenda items not less than seven (7) calendar days prior to the scheduled meeting. The party placing an item on the agenda shall describe the issue, concern, or problem, in sufficient detail to understand the situation and prepare for discussion. Any request for cancellation must be made in writing and approved and signed by both the Chief Labor Management Relations Chairperson and Union President or their designees.

Section b. The issues for discussion will be limited to those placed on the agenda in accordance with Section a. of this article. Exceptions may be made by mutual agreement of both parties for issues that arise after the agenda has been established. It is the intent of both parties that this meeting will be held to better effectuate informal resolutions of all agenda items.

Section c. During these meetings any corrective actions or suspense dates will be noted and initialed off on by both parties. These items will be included in the formal typed minutes of the LMR meeting. It is the responsibility of the Employer to provide a typed written copy of the LMR minutes within five (5) working days.

Section d. The joint LMR committee shall consist of a minimum of three (3), no more than four (4) representatives from each side or the number of Employer representatives, whichever, is greater.

Article 3

Section a. The Employer will provide all employees with a copy of the Supplemental Agreement.

Section b. The Employer will, by January 31 of each year, provide the Union President with a copy of the disciplinary/adverse action log. This log will include actions taken against all bargaining unit and non bargaining unit employees during the previous year. Personal identifiers will be concealed.

Article 6

Section a. The Employer will make available Federal employees health benefit brochures applicable to U.S.P. Marion, Illinois.

Section b. When a subpoena, from any law enforcement authority is to be served on an employee while in duty status, ample consideration will be given for the employee's privacy.

Article 7

Section a. In the absence of the Union President, the President will delegate their authority to whomever he/she shall appoint in writing as the designee. The designee will be vested with the same authority as the Union President.

Section b. The Union will be allowed a thirty (30) minute spot in Institution Familiarization to conduct presentations to new employees. The Employer will notify the Union prior to the beginning of Institution Familiarization.

Section c. The Employer agrees to schedule one representative from the Executive Board, designated by the Union, to daytime hours as defined in the Master Agreement. This will be done in accordance with the Employer's rotation policy.

Section d. The Employer may adjust the work schedule of the local's executive board members consisting of: President and three (3) individuals from the Executive Board to attend the Union meetings as long as the individual requests the schedule to be changed and the request would not constitute a significant disruption of departmental operations.

Section e. All Union Stewards shall be vested with the authority to represent the Union in any matter of concern at the informal level.

Article 10

Section a. The Executive Vice President of the Union is the designee that the Employer will communicate with to notify the union of committee meetings that are not prescheduled. Notification will include date, time, and place of the meeting. The Executive Vice President shall appoint representatives to these committees which are prescheduled and impromptu.

Section b. The respective department head will be notified of all bargaining unit members designated to meetings for union representation. Individual union representatives will provide ample notification to their respective supervisors of pending meetings. If the supervisor is unable to provide relief, the union will be notified.

Article 12

Section a. The Employer agrees to continue providing the Union with an office space for exclusive Union use. If it becomes necessary to change the location of the Union office, management will provide timely notification. Keys for this office will be maintained in the Control Center in a locked red box for distribution to Union Officers. The Captain will ensure that sufficient 24 hour keys will be distributed and

accounted for by Union Officers.

The Union President will provide in writing a list of the authorized individuals who have approval to access the Union office. This list will be maintained in the Control Center for verification and issuance of keys.

Section b. The Employer agrees to provide and maintain the current furniture as well as a telephone with FTS capabilities, one (1) desk top computer, and access to a FAX and copy machine.

Section c. The Employer will provide one (1) bulletin board, for exclusive Union use, in the south corridor between four (4) and five (5) grille. The bulletin board will have a lock on it. There will be only three (3) keys made for this lock and the Union officials will have the keys. The bulletin board will have the letters "AFGE" imprinted on the top front. The Employer will provide a suggestion box, for Union business, by the Union bulletin board. It will be locked and the Union President will have the only key. The Employer will continue to furnish the newsletter box, this is currently provided.

Section d. The staff training center may be made available for official Union business upon request to the Employer. Prior authorization must be obtained and the use of the training center will be in accordance with existing policy.

Section e. The Employer agrees to provide and maintain a staff dining room from 10:00 a.m. to 12:00 p.m., as long as it is cost effective. This area will be kept separate from the inmate population, except those used to maintain it.

Section f. The Employer agrees to provide employees with a lounge of adequate size for lunch during non-work hours. This area will be separate from the inmate population.

Section g. The Employer agrees to provide jumper cables, which are maintained in Tower 2, to assist staff in a time of need.

Section h. The Employer will provide the Union President a listing of incentive awards granted to employees for the previous fiscal year by November 1.

Section i. The Union may request, in writing, to use a government vehicle to travel to and from training sessions that are beneficial to both parties which are within the local commuting area (not to exceed 100 miles.)

Article 18

Section a. If a qualified employee's request to exchange assignments on the quarterly roster is approved or denied, the Employee will notify the Union President of the approval or denial.

Section b. If an employee is working an unscheduled overtime shift, a reasonable effort will be made to see that his/her personal needs are considered.

Section c. Management agrees to maintain a computerized Armed Escort list for Basic Prisoner Transportation.

Section d. Overtime Roster Procedures for Food Service

The sign up sheets for overtime will be kept in the Food Service Administrators clerks office for staff sign up. All qualified bargaining unit employees will sign up for the month or days they request. This sheet will be signed by each qualified bargaining unit employee prior to the beginning of each month. The first day of each month the overtime roster will be placed behind glass in the Food Service Administrators Office. If a qualified bargaining unit employee wishes to sign the overtime roster after the first of the month, they should request in writing to the Assistant Food Service Administrator the days they wish to be signed up for. They will then place the appropriate qualified bargaining unit employees name and the desired dates on the bottom of the roster. After placing overtime roster behind glass, Food Service Administration will make sure the proper rotation on the Overtime Roster will be distributed equally at all times.

When overtime is available for four (4) hours or less Food Service Administration will not have to go by the overtime roster to fill the position.

After working a shift of overtime consisting of more than four (4) hours, the staff member will be placed on the bottom of the roster. Staff will sign the overtime roster for the entire day. They will not choose shifts.

The overtime roster list always follows rotation, including monthly roster changes. Any new additions start at the bottom of the list and rotate up.

Article 19

Section a. In Correctional Services a chart will be established, as in the current procedure, whereas employees may request available leave periods.

Section b. All departments utilizing total leave year scheduling for bargaining unit employees will notify the Union President prior to scheduling annual leave for the year. The roster will be available to each employee in the department two weeks prior to beginning of the leave year.

Section c. Department Heads will post an announcement of vacant leave slot(s) as they become vacant. Interested employees have the right to submit a written request for those vacant slots. Selections will be made no later than fourteen (14) days after posting.

Section d. Employees in all departments, in order of seniority, will have the opportunity to request leave not to exceed three (3) weeks in duration during the initial round of scheduling. The least senior employee shall have the opportunity to have his/her request for a leave period granted, before the most senior employee is granted a second round of leave scheduling. Those employees earning eight (8) hours of annual leave per pay period may request two (2) consecutive weeks of annual leave during the second round of leave scheduling. It is understood that no more than three (3) weeks consecutively will be taken at one time.

Article 21

Section a. Internal departmental training may be requested by an individual employee to enhance the employee's overall departmental knowledge and job performance.

Article 23

Section a. If a report on the Upward Mobility is required, the Union will be provided a copy.

Article 27

Section a. The Union may request training for a representative to attend training relating to health and safety. A reasonable effort will be made to grant the request.

Section b. Staff who are soiled by body fluids and/or waste will be properly relieved, whereby they may cleanse themselves in an area separate from other staff and inmates.

Article 28

Section a. The Employer will provide and maintain an adequate supply of parka-style coats and raincoats and/or rain suits.

Section b. The Employer will make available all uniformed employees one (1) baseball style cap once a year.

Section c. All safety-toed footwear will be plain black oxford military-style shoes, Wellington or Roper boot, including lace-up, containing a rounded, not pointed toe. Footwear will be chosen from a list provided by the Employer. Reimbursement for this footwear, upon receipt, will not exceed sixty-five dollars (\$65.)

Article 41

Section a. This Agreement will be published by the Employer, at no cost to the Union or any bargaining unit employee.

Section b. This agreement will be printed in an 8 ½" x 11" format and distributed within seventy-five (75) days of the completion of the ratification process and Agency review. An additional fifty (50) copies will be given to the Union.

Section c. Should any revision of this Agreement be necessary, all expenses related to revising will be borne by the Employer and will be distributed in accordance with Section b. above.

Article 42

Section a. Amendments to this Agreement may be negotiated at any time by mutual agreement of both parties. This agreement will be reopened upon request of either party to revise or amend as required by new laws or regulations from higher authorities.

For the American Federation of
Government Employees, Local 2343

Larry Blades, Executive Vice President

James Schroeder, President

Aubrey Francis, Secretary

James R. Rendleman, Steward

Wayne Morris, Steward

For the United States Penitentiary
and Federal Prison Industries, Inc.,
Marion, Illinois

Bobby Compton, AW (O)

Liz W. Eskew, HRM

D. R. Benson, Captain

Mark Munson, Executive Assistant

Lara Jennings, Warden's Secretary

Supplemental Agreement

Between

United States Penitentiary

and

Federal Prison Industries, Inc., Marion, Illinois

and

American Federation of Government Employees

Local 2343

October 23, 1998